

Enovos Storage GmbH

Standard Terms and Conditions for Storage Access

(hereinafter 'T&Cs')

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Preamble

Based in Saarbrücken, Germany, Enovos Storage GmbH (hereinafter 'Enovos') is the owner and operator of the 'Frankenthal' gasholder, and grants interested companies access to storage capacities on request and according to applicable law.

The Frankenthal gasholder is an aquifer gas storage facility that offers access to the Trading Hub Europe (THE) market area. The facility is connected to both the gas transmission system from terranets bw GmbH (hereinafter 'terranets bw') and the distribution network from Creos Deutschland GmbH (hereinafter 'Creos').

All storage services are rendered by Enovos based on these T&Cs as well as their annexes.

Hinweis auf Vorrang der deutschen Fassung

1. Definitions

Aquifer storage

An aquifer is a natural rock formation containing groundwater and is geologically demarcated by the presence of impermeable layers (such as clays). Aquifer storage utilises the geological properties of natural aquifers for the purpose of storing natural gas.

Working gas account

An account maintained by Enovos for its storage customers that records and balances the volumes of energy stored and withdrawn by each customer.

Working gas [kWh]

Working gas is the maximum volume of energy that can be injected/delivered into/from storage. For storage customers, working gas is defined as the energy, as a proportion of total energy, that is available to the customer based on the reserved storage capacities or packages within the agreed contractual term.

Deliverability [kWh/h]

Deliverability is defined as the energy per hour that is returned, after storage in the Enovos storage facility, from the facility to the network operated by the network operator (network entry). The term covers not only the installed (maximum) capacity but also the capacity that Enovos maintains for the individual storage customer on the terms of the contract as agreed.

Deliverability characteristic

Defines the maximum deliverability in relation to the storage status of a storage customer's working gas volume.

Energy costs [EUR]

Costs resulting from the injection and delivery of gas volumes. Examples include the costs for compressing the gas on injection as well as other processes relating to gas treatment.

Injectability [kWh/h]

Injectability is defined as the energy per hour that is injected for storage purposes into the Enovos storage facility from the network operated by the network operator (network exit). The term covers not only the installed (maximum) capacity but also the capacity that Enovos maintains for the individual storage customer on the terms of the contract as agreed.

Injectability characteristic

Defines the maximum injectability in relation to the storage status of a storage customer's working gas volume.

Entry point (transfer point)

Network connection where the stored gas enters the network operator's network from the Enovos storage facilities.

Exit point (offtake point)

Network connection where the gas to be stored enters the Enovos storage facilities from the network operator's network.

Firm storage capacities

Firm storage capacities are the capacities that have been reserved by the storage customer on a permanent – and therefore uninterruptible – basis and which are made available to the storage customer without restrictions until the end of the storage contract term.

Fill level curve

The fill level curve defines the fill levels actually achieved by the gasholder and the fill levels over time while accounting for the nominations as received by the storage customer.

Fill level targets

The fill level targets are the fill levels on key dates as required by applicable legislation. These fill levels are percentage proportions of the reservable storage capacities of the gasholder facility's working gas volume that must be maintained by the storage operator.

Gas day

The gas day starts at 6 AM and ends at 6 AM on the following day.

Bundled storage capacities

Bundled capacities are storage services that are provided as a storage package.

Capacities

Capacities are the services required to store the gas, which are assigned to the working gas volume (WGV) in kWh as injectability in kWh/h and deliverability in kWh/h.

Market Area Coordinator (German Energy Industry Act (EnWG) section 3, no. 26a)

The Market Area Coordinator is the natural person or legal entity appointed to handle network operation tasks by the gas transmission system operators. The Market Area Coordinator performs services in a market area that must be rendered so as to ensure the efficient handling of gas network access by an individual.

Natural gas identity

Physical identity of the natural gas as injected and delivered. This cannot be guaranteed, due to the intermixing of gas volumes with volumes from other storage customers within the storage facility. However, a thermally equivalent volume of gas is delivered to the storage customer.

Network connection

The network connection is the point where a storage facility is physically connected to the network operator's network. At this connection:

- Gas to be stored exits the network and enters the facility
- Gas temporarily stored exits the facility and enters the network

Network operator

The network operator is defined as the operator of the neighbouring gas network connected to the storage facility by means of an entry and exit point. Operators at the gas transmission system and distribution network levels are terranets bw and Creos, respectively.

Storage facility

A storage facility is defined as comprising all of the technical equipment and systems required to store natural gas at a specific storage location. This term covers systems below ground (e.g. boreholes, cavities) and above ground (e.g. pipelines, gas dryers, compressors, instrumentation, etc.) alike.

Storage operator

The storage operator is Enovos.

Storage year

A storage year starts at 6 AM on 1 April of each year and ends at 6 AM on 1 April of the following year.

Storage capacity

Storage capacity is an umbrella term covering the three parameters of working gas, injectability and deliverability.

Storage customer

A storage customer is defined as a natural person or legal entity who has concluded a storage contract with Enovos for the use of the Frankenthal underground gasholder.

Storage month

A storage month is the period from 6 AM on the first day of the month to 6 AM on the first day of the following month.

Storage package

A storage package is a bundle of services covering working gas, injectability and deliverability. The individual parameters always have a permanent and predefined relationship with one another. This relationship typically reflects the technical circumstances of the storage facility.

Storage portal

The online storage portal for the Frankenthal gasholder can be accessed at:

<https://www.enovos.de/enovos/erdgasspeicher/>

Rules governing the access provided to the Frankenthal gasholder by Enovos are published on the storage portal. The storage portal also provides other storage-related information such as available capacities and the schedule of fees.

Storage contract

A storage contract is an individual contract, based on these T&Cs, agreed between the storage operator and each storage customer.

System services

System services are services provided by the storage operator for handling storage usage. These services include managing the working gas account, processing volume notifications or billing customers for storage usage.

Working gas turnover

Working gas turnover is defined as the smaller value of the figure for aggregate energy as injected or delivered over a defined period (e.g. the storage financial year) in kWh, divided by the reserved working gas in kWh.

Interruptible storage capacities

Interruptible capacities are those storage capacities that can be interrupted by Enovos unconditionally and at any time, insofar as the corresponding technical capacity is not available at the point in time of the interruption.

Contractual relationship

The contractual relationship is defined by the respective storage contract and these T&Cs. In the event of discrepancies between the two documents, the provisions from the storage contract take precedence.

Working day

These standard terms and conditions define a working day as any weekday from Monday to Friday, excepting public holidays as recognised in Saarland, Germany.

2. Basis of storage access

2.1 Reservation requests

- a) Binding reservation requests can be submitted only by using the forms as provided on the storage portal (annex 3 of the T&Cs). A reservation request is binding only if the reservation form has been properly filled out in full and signed by the requesting party. The contact details provided in annex 2 of the T&Cs must be used when submitting reservation requests. Enovos will not process any reservation requests that have not been properly filled out in full and signed.
- b) Reservation requests can be submitted no earlier than 1 year before the intended storage usage.
- c) Reservation requests should be submitted no later than two months before the intended storage usage.
- d) After receiving a binding reservation request, Enovos will review the availability of the requested capacities. Enovos will process reservation requests that have been properly completed in full and signed within a period of 20 working days, and will provide a confirmation or rejection in text form and using the contact details as stated by the requesting party in the reservation request.

- e) The assignment of free capacities will be handled strictly in the order of requests received ('first come – first served'), if the free capacities were not offered via an auction.
- f) Reservation requests do not automatically lead to the conclusion of a storage contract, even if storage capacities are available. Enovos is entitled to reject reservation requests in the following cases in particular:
 - Lack of creditworthiness/trustworthiness (cf. section 6.4)
 - Prolonged periods of technical faults or maintenance work
 - No storage capacities are available
 - During auctions, insofar as the fees are less than the published fees
- g) Contracts are concluded between Enovos and the storage customer by the conclusion of a storage contract according to the sample enclosed as annex 4 and with the application of these T&Cs. Enovos undertakes to maintain storage capacity for the storage customer in the natural gas storage facility on the terms of the storage contract and these T&Cs, and to inject, store and deliver natural gas as requested, and according to the terms of the storage contract and these T&Cs.

2.2 Requirements for storage usage

- a) Initial state of working gas account
The storage customer's working gas account starts with an initial state of zero. Accordingly, the storage customer is entitled to nominate deliveries of working gas at an appropriate level only after first injecting gas.
- b) Transport capacities
The conclusion of the transport contracts required for injection/delivery between the storage customer and the network operator does not form part of the storage contract. The storage customer is independently responsible for reserving the transport capacities required at the network level to use their reserved storage capacities from one of the two network operators, i.e. terranets bw or Creos. In the same way, the submission of transport nominations for providing the natural gas to be injected at the transfer point and for the onward transport of the natural gas after delivery at the offtake point does not form part of the storage contract.

2.3 System services

Enovos provides all of the services required for handling access to storage. These include setting up the storage customer in the IT systems at Enovos, the receipt, review and confirmation of volume notifications from the storage customer, the preparation of invoices and the management of the working gas account, and the creation of injection and delivery

schedules. A separate fee is charged for the system services according to section 5 of annex 1 to the T&Cs.

2.4 REMIT fees

If required, Enovos can handle REMIT notifications for the storage customer. The corresponding details result from annex 5 of these T&Cs, which is signed by the parties and forms part of the contractual relationship.

3. Storage usage handling

3.1 Injection and delivery

- a) The storage customer is entitled to nominate injections/deliveries to a level that matches the storage capacities as agreed in the storage contract. The storage customer shall take the storage characteristics (cf. section 5.3) into account and ensure that the agreed capacities are not exceeded and shall also ensure that the agreed capacities do not fall short of the legal fill level targets (cf. section 3.5). Rights of use are also temporarily limited by the usage restrictions of a technical nature as described in sections 5.2, 5.4, 5.5 and 5.7.
- b) Enovos undertakes to simultaneously inject or deliver the volume of energy notified by the storage customer at the network connection according to section 3.8 (nomination/re-nomination) in accordance with the terms of the contract and within the scope of reserved storage capacities.
- c) The storage customer shall simultaneously transfer to or take off from Enovos the volumes of energy nominated by the former for injection/delivery according to section 3.8 at the network connection.
- d) The natural gas remains in the (co-)ownership of the storage customer. The scope of this

(co-)ownership is determined by the calorific value.
- e) At the end of the contractually agreed usage period, the storage customer shall once again take delivery of the full volume of energy (kWh) injected by this customer. Ownership of the volume of energy remaining in the storage facility on the last gas day in the reservation period passes automatically to the storage operator. Enovos will remunerate these gas volumes at 50% of the latest day-ahead EEX THE H-Gas settlement price or EUR 20/MWh, whichever is the smaller. Alternatively, undelivered volumes of working gas can be transferred to another storage customer. Gas volumes are also transferred to the new reservation period if the storage customer concludes a subsequent contract.

3.2 Working gas account

- a) For each storage customer, Enovos maintains a working gas account, which is used to record the energy that is transferred (injected) or taken off into the network operator's network (delivered) at the agreed network connection. The working gas account is operated in kWh.
- b) At the storage customer's request, working gas can be transferred between the working gas accounts of separate storage customers. A transfer of working gas between working gas accounts is not considered to be an injection or delivery. Accordingly, no capacity fee or variable fee is charged for transfers between working gas accounts.
- c) Enovos will provide the storage customer with a digital notification of the current working gas account balance no later than 15 working days after the start of the storage month: this balance will itemise the energy injected/delivered in the previous month and transferred between accounts (if relevant).

3.3 Procedure in the event of a capacity shortfall

- a) The storage customer shall at no time nominate injections or deliveries that would cause capacities to fall below the minimum injectability/deliverability rates as given in section 5.2. By arrangement with Enovos, capacity shortfalls may be tolerated solely on a case-by-case basis if the storage customer has notified the former in text form at least ten working days in advance of injection/delivery and Enovos has also issued a corresponding approval at least in text form.
- b) If the storage customer nonetheless nominates injections/deliveries resulting in capacities below the specified minimum targets, Enovos will review the feasibility of the storage operation on a case-by-case basis. If this review indicates the operation is not feasible, Enovos is entitled to reject the injection/delivery request.

3.4 Procedure in the event of a capacity surplus

- a) The storage customer shall at no time nominate injections or deliveries that would exceed the injectability/deliverability rates reserved by this customer, and respectively made available to the storage customer according to the characteristics and provisions of section 4. By arrangement with Enovos, capacity surpluses may be tolerated solely on a case-by-case basis if the storage customer has notified the former in text form at least ten working days in advance of injection/delivery and Enovos has also issued a corresponding approval at least in text form.
- b) If the storage customer nonetheless nominates injections/deliveries resulting in capacities above the storage capacities as reserved by this customer, Enovos is entitled to curtail the nomination accordingly. Non-curtailement does not grant any rights

to higher capacities.

3.5 Application of legal fill level targets

- a) The storage customer shall ensure that their firm storage capacities have a fill level corresponding to 65 percent and 75 percent of the envisaged target level on 1 August and 1 September every year, respectively.

The storage customer shall ensure that the customer's firm storage capacities are filled to the envisaged percentage on the key dates as listed below in accordance with the applicable targets as set out by law. These percentages/dates are as follows:

1 October:	85 percent
1 November:	95 percent
1 February:	40 percent

- b) Enovos enables its storage customers to fill storage capacities to the extent envisaged according to (a) above on the respective key dates in accordance with the technical circumstances at the storage facility.
- c) In the event of the fill level targets specified in EnWG section 35b para. 1 sent. 2 being altered by a statutory instrument adopted pursuant to EnWG section 35b(3) or by other provisions of EU law, the fill level targets and key dates then applicable on the respective key date apply in place of (a) above.
- d) The above provisions do not affect any other rules relating to gasholder fill levels as may be stated in the T&Cs and the respective storage contract.

3.6 Reductions in reserved storage capacities

- a) Options for utilising the storage capacities reserved by the storage customer are limited by the injection/delivery characteristics (see also section 5.3).
- a) Options for utilising the storage capacities reserved by the storage customer are limited by the minimum injectability/deliverability. The general technical conditions described in section 5 must also be taken into account, as must the rules in section 4 governing the revocation of storage capacities. Enovos is also entitled to temporarily reduce the firm storage capacities pro rata while complying with minimum injectability/deliverability rates or to cease the provision of usage services entirely, insofar as this may be necessary to avoid potential damage to the storage facility or to avoid potential hazards to the life and limb of individuals. Reductions in usable capacities may also become necessary as a result of unforeseeable faults.

3.7 Nominations/re-nominations

The storage customer or their designated service provider shall nominate the energy, in kWh and to the nearest hour for each gas day, that should be injected or delivered at the

transfer/offtake point within the scope of the storage capacity reserved from Enovos by the storage customer and according to the rules as given below. Nominations are submitted to the storage operator and network operator.

- a) The nominations must be submitted to Enovos by means of the communication channels as specified in section 2 of annex 2.
- b) Nominations must be submitted to Enovos by 3 PM on the day preceding storage usage. If no nominations are made, the storage operator will assign injectability/deliverability of "0" to the storage customer and confirm this value to the transport network operator.
- c) The storage customer can change any volumes already notified with a re-nomination. The corresponding change notification must be received no later than two (2) hours before the hour to be re-nominated.

The storage customer must take into account the changeover times that are required for technical reasons at the storage facility for injections/deliveries. The (minimum) period of time to be accounted for between the last injection and delivery of gas volumes is eight hours.

3.8 Communications

Market communications are handled in accordance with the rules as described in annex 2. Storage customers shall make use of the formats and contact details as given there.

Market communication between Enovos and the storage customer is handled on the basis of the latest version of the AS2 communication protocol and the Edig@s 5.1 message format. These are specified in annex 2. Nominations are made using the NOMINT message type.

The storage customer shall ensure that their communication systems meet the requirements for use with Enovos and the network operator contracted by the storage customer.

3.9 Secondary marketing

The storage customer is entitled to license the storage capacities they have reserved for use by a third party. Whether or not gas is licensed for use by a third party, the storage customer remains the business partner for Enovos and shall continue to fulfil all duties that result from the contractual relationship.

4. Revocation of storage capacities in the event of non-usage/provisioning of revoked storage capacities to the Market Area Coordinator

4.1 Revocation of unused storage capacities

Enovos will provide the storage customer's firm storage capacities reserved on the terms of the storage contract to the Market Area Coordinator, in whole or in part, if the storage customer fails to use the firm storage capacities in good time to the extent that permits the technical fulfilment of the fill level targets as set out by EnWG section 35b para. 1 sent. 2. A decision to make storage capacities available is based on the nominations for the firm working gas volumes as submitted by the storage customer for the respective gas day, while also observing the fill level curve as determined by Enovos.

4.2 Scope of storage capacities to be revoked

The scope of the working gas volumes to be made available to the Market Area Coordinator are determined as a proportion of the degree of non-usage by the storage customer. The relationship of the nomination submitted by the storage customer for the respective gas day to the filling of the reserved working gas volume required to achieve the fill level targets is considered definitive for determining the proportion of storage capacity to be made available. This provisioning to the Market Area Coordinator also encompasses the required injectability for the respective gas day. Enovos specifies the scope of the working gas volume to be made available while taking into account the parameters named in para. 2. Enovos will notify the storage customer of this scope before making this volume available.

4.3 End of provisioning to the Market Area Coordinator

The provisioning of revoked storage capacity to the Market Area Coordinator in accordance with section 4.1 ends at the end of the storage year.

4.4 End of the revocation of storage capacity

The storage customer receives back the storage capacity revoked by Enovos in accordance with section 4.1 once the Market Area Coordinator has returned to Enovos the storage capacity provided to the Market Area Coordinator and insofar as the term of the storage contract is longer than the storage year.

4.5 Duty to pay fees due during revocation of storage capacity

The storage customer shall pay the fee according to section 6.2 of these T&Cs for the entire time that the storage capacity revoked according to section 4.1 is being made available to the Market Area Coordinator. This obligation does not extend to the payment of variable fee components according to annex 1 of these T&Cs (product description and

fees, section 4), which relate only to injection/delivery.

5. General technical conditions

5.1 Gas quality (compatibility)

- a) The working gas supplied by the storage customer at the transfer point for injection into the storage facilities must comply with applicable technical standards from the DGVW (German industry association for gas and water), and particularly as given by DVGW Worksheet G260 (as amended) relating to the 2nd gas family. If the working gas supplied for injection is not of the required quality, Enovos is entitled to reject the injection request. Prospective customers are reminded that the storage facilities are not technically suited to the storage of Hydrogen (H₂). Accordingly, in the event of H₂ being intermixed with the working gas as supplied by the storage customer, Enovos is unable to guarantee the storage customer a 100% (re-)delivery of affected volumes.
- b) During injection and delivery operations, the use of the storage by multiple storage customers inevitably leads to the intermixing of the injected working gas from individual storage customers. Enovos is not required to guarantee the identity of the natural gas.
- c) In terms of gas accounting, the injection/delivery of renewable natural gas into/from the Frankenthal gasholder is permitted and subject to the same rules as the injection of natural gas. However, Enovos is entitled to reject the injection/delivery of renewable natural gas if this would or could result in damage to the Frankenthal gasholder.

5.2 Minimum usage rates

Subject to the provisioning of capacities to the Market Area Coordinator according to section 4.1, the minimum rates for injectability/deliverability given in table 1 must be complied with **per package** for technical reasons.

Minimum injectability (Q_{MIN})	1,344 kWh/h
Minimum deliverability (Q_{MIN})	2,240 kWh/h

Table 1: Minimum rates for injection and delivery

In the event of capacities being provisioned to the Market Area Coordinator according to section 4.1, the minimum values are to be curtailed by the proportion of storage capacity to be made available according to section 4.2.

5.3 Storage characteristics

Injectability and deliverability for the Frankenthal gasholder are affected by the physical storage circumstances at the storage site. The usability of the injectability/deliverability rates contracted by the storage customer therefore depends on the current storage fill level of working gas. The corresponding injection and delivery characteristics are presented in figures 1 and 2 below.

The injectability characteristic specifies the respective injectability usable by the storage customer in % for the respective individual storage fill level (working gas) in %.

Up to a maximum storage fill level of 30%, the reserved injectability can be increased by a factor of 1.5 by mutual agreement with Enovos and to the best of its ability.

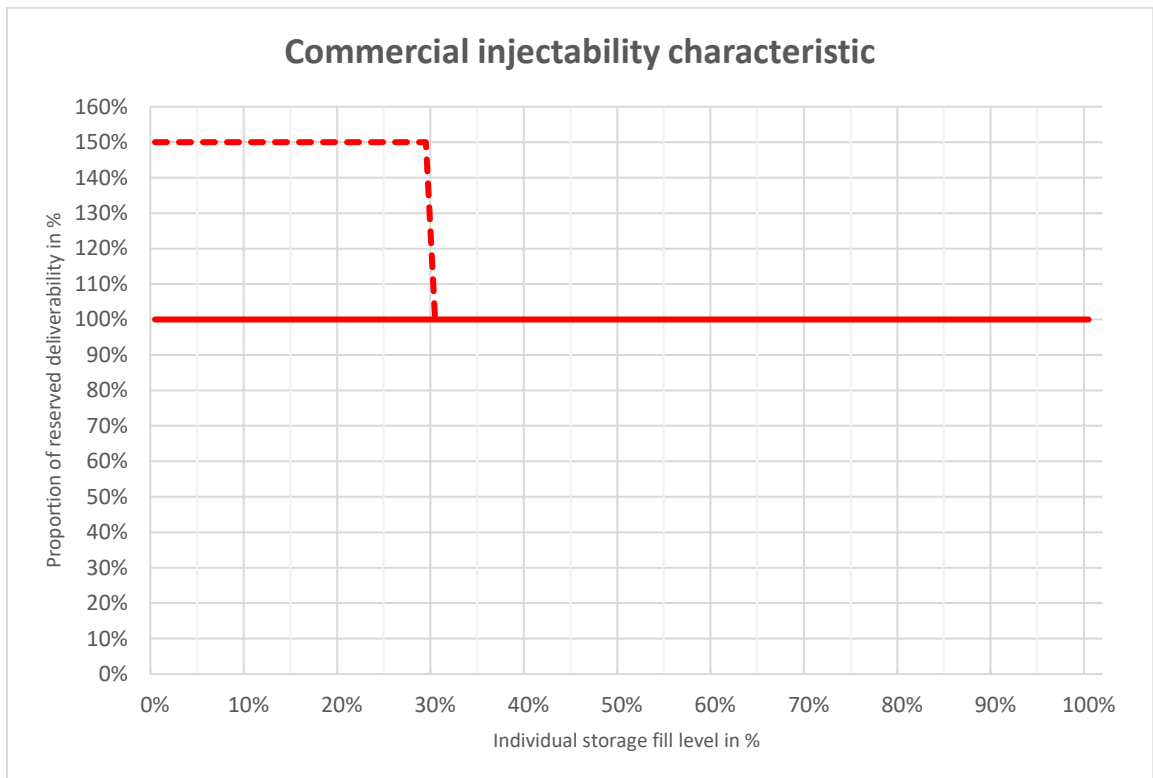


Figure 1: Commercial injectability characteristic for the Frankenthal storage facility

The deliverability characteristic specifies the respective deliverability usable by the storage customer in % for the respective individual storage fill level (working gas) in %.

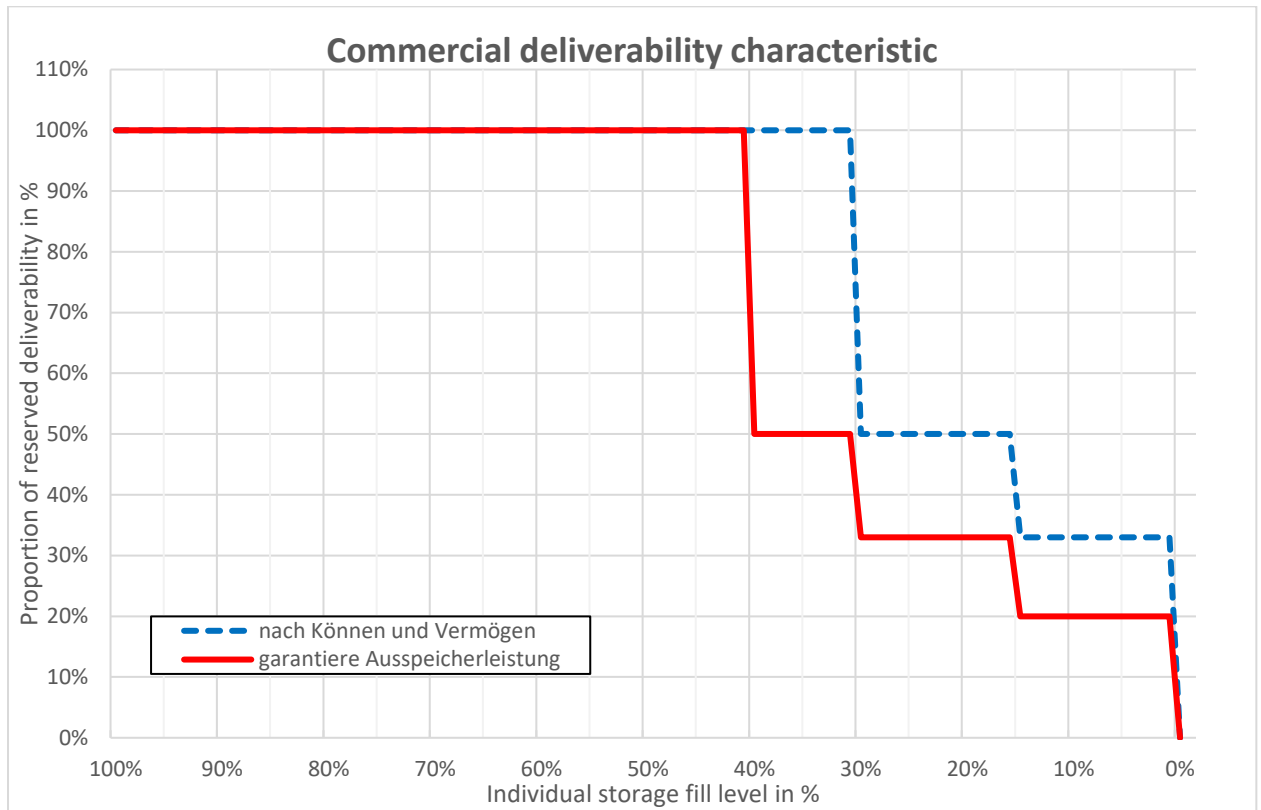


Figure 2: Commercial deliverability characteristic for the Frankenthal storage facility

5.4 Time-based usage rules

a) Mandatory injection

To maintain a usable volume of working gas, the maximum fill level must be achieved once per storage year for technical reasons. The following procedure is used to guarantee this.

From 1 April to 30 April, 2,688 kWh/h must be injected continuously per reserved storage package. At least 80% and no more than 100% of the contracted working gas must be injected during an initial injection period, which starts on 1 April and ends on 1 September. The remaining maximum 20% must be injected by 15 November. Other procedures for storage filling may be agreed with Enovos on a case-by-case basis while taking legal requirements into account, and EnWG section 35b, para. 1, sent. 2 in particular.

b) Usage rules for delivery

From October to December, a maximum of 50% of the contracted working gas may

be withdrawn – the remaining 50% must be withdrawn by the end of March. In both cases, however, compliance with the legal fill level targets as stated in section 4.1 must be assured.

Other procedures for storage discharge may be agreed with Enovos on a case-by-case basis while taking legal requirements into account, and EnWG section 35b, para. 1, sent. 2 in particular.

5.5 Volume-based usage rules

The turnover to be guaranteed by the storage customer must be at least 0.5x the working gas reserved by this customer. The maximum working gas turnover is 1.4x. Other arrangements may be made with Enovos on a case-by-case basis if the storage customer has notified Enovos of this in writing and Enovos has issued a corresponding approval.

Enovos procures its energy on the basis of simple turnover. In the event of a deviation, Enovos reserves the right to invoice the storage customer for the costs incurred by unused energy volumes or additional energy volumes to be purchased.

5.6 Transfer/offtake point

- a) The transfer point for injecting working gas from the network operator's network into the storage facilities operated by Enovos is the 'Frankenthal gasholder' exit point with the metering point ID DE7000756722700000000FTSPEIN122M1 and DE7000756722700000000FTSPEIN709M1.
- b) The offtake point for delivering working gas from the storage facilities operated by Enovos into the network operator's network is the 'Frankenthal gasholder' entry point with the metering point ID DE7000756722700000000FTSPAUS710M1 + TRZ in series.

5.7 Maintenance

- a) Planned maintenance work

Enovos is responsible for ensuring that the Frankenthal gasholder is maintained in perfect working order at all times. This includes conducting routine maintenance work on the storage facilities, which can temporarily restrict usage of the storage capacities as reserved by the storage customer. If necessary, Enovos is therefore entitled to reduce the agreed scope of storage usage or even to take all storage usage offline. Up to a duration of 30 calendar days per year, this does not entitle the storage customer to any reimbursement of the storage fee or parts thereof. Insofar as usability of the firm storage capacities is restricted for more than 30 calendar days per year, Enovos will reduce the invoice amount from the 31st calendar day accordingly and proportionally for the fixed storage fee to be paid. Enovos will make every effort to limit these planned maintenance activities to the third quarter of the calendar year.

Enovos will notify the storage customer as early as possible about planned maintenance activities that are associated with usage restrictions, using the contact and communications details as specified in annex 2.

a) **Unplanned maintenance work**

In the event of unplanned activities that are associated with usage restrictions, Enovos will notify the storage customer without delay, using the contact details as specified in the reservation request. The exclusion period of 30 calendar days from (a) above applies accordingly.

6. General contractual provisions

6.1 Storage products

On the terms of this contractual relationship, Enovos offers storage products for reservation as listed below:

- Storage packages as fixed, bundled storage services
- Additional volume

The storage packages required by the storage customer are acquired with a storage contract.

The storage customer undertakes to use the storage capacities contracted according to the storage contract within the agreed time period and according to the agreed conditions, and to pay the storage fees as agreed.

In cases where the storage fill level or circumstances relating to the facility geology or gas qualities (e.g. calorific value) mean that additional storage volume in the Frankenthal gasholder becomes available on a temporary basis, the storage customer will be offered the option of utilising this additional volume (volume-only capacity). Since the specific volume of this additionally usable working gas, the expected time period in which it becomes available (usage period) and the injectability depend on geological and physical circumstances of the storage facility outside the control of Enovos, Enovos can provide the storage customer with the additional storage volume only to the best of the former's ability.

If the storage customer wishes to use the additional storage volume, Enovos and the storage customer will conclude a separate contractual agreement to this end. The subject of this separate agreement will not only be the actual usable additional storage volume together with the usage period but also the fee to be paid on the part of the storage customer for the usage of the additional storage volume.

6.2 Storage fees and invoicing

- a) The storage usage fees to be paid by the storage customer consist of a storage fee, a system services fee and a variable fee, as set out in annex 1. Based on the storage customer's respective reservation period, Enovos will invoice the storage customer at the end of the month pro rata temporis for the reserved storage and the service systems.
- b) The invoice for the capacity reservation and the system services fee also includes the settlement of accounts for the same period for the costs incurred by energy and disposal in accordance with the variable fee (cf. annex 1). This settlement is based on the injected energy as recorded in the storage customer's working gas account. In the event of higher costs, Enovos is entitled to adjust the monthly variable fee to reflect these rising cost trends. Enovos will provide the storage customer with prompt written notification of such adjustments.
- c) Invoices are sent to the storage customer by email. The storage customer shall pay the invoice amount within ten working days of receiving the invoice.
- d) The storage customer pays the invoices with a fixed value to Enovos using the account details given below, unless another account is specified in the respective invoice:

IBAN: DE06 5905 0000 0031 5079 40

BIC: SALADE55XXX

Bank: Landesbank Saar Saarbrücken

- e) If the storage customer defaults on a payment, then Enovos is entitled to charge interest pursuant to section 288 of the German Civil Code (BGB). The above does not affect any other claims to which Enovos is entitled due to payment defaults.
- f) Invoice amounts are rounded to two decimal places using the 'half up' method.
- g) Objections concerning the accuracy of an invoice must be submitted without delay and in all cases no later than four weeks after receiving the invoice. Objections in relation to errors that the storage customer is unable to identify through no fault of their own can also be submitted after the expiry of the abovementioned deadline, once the storage customer has become aware of the reason for the objection.
- h) Unless obvious errors are present (e.g. arithmetical errors), the submission of an objection to an invoice does not entitle the storage customer to delay, reduce or refuse payment. If subsequently found to be valid, such objections merely entitle the customer to repayment. Even if opinions differ between the storage customer and Enovos concerning the amount invoiced to the storage customer, the storage cus-

customer shall also pay the part of the invoice that is the subject of these differing opinions. The payment of the contested amount can be made conditionally. A final settlement of accounts then takes place once the parties have reached agreement concerning the amount or a final decision has been obtained from the court of arbitration envisaged in section 6.11.

- i) Recognised claims for repayment will then be honoured in the next invoice.
- j) The storage customer may offset claims for payment from Enovos against their own claims or assert a retention of title – regardless of the underlying legal basis – only and insofar as the customer's claims are uncontested or have been established as final and absolute by a court of law. This does not apply to claims made by the storage customer arising from complete or partial non-fulfilment or inadequate fulfilment of principal performance obligations.
- k) The place of performance for payments is the registered office of Enovos. Payments are considered to have been made in good time only if the sums invoiced have been credited to the Enovos account as specified by the abovementioned due dates.

6.3 Taxes

- a) The storage customer shall pay applicable VAT as well as any energy taxes that may become due.
- b) Insofar as taxes or other dues payable under public law in relation to natural gas storage or the operational resources as deployed in relation to natural gas storage are imposed, increased, no longer imposed or reduced, the fee to be paid by the storage customer will be adjusted accordingly with the entry into force of the corresponding law or regulation. Additional costs will not be passed onto the storage customer if legal provisions prohibit the charging-on of such costs.

6.4 Creditworthiness and trustworthiness

- a) With the aim of reviewing and hedging its contractual risks, Enovos is entitled to assess the storage customer's creditworthiness on conclusion of a storage contract and at regular intervals during the contractual term. The storage customer hereby consents to Enovos exchanging information with credit reference agencies to conduct creditworthiness assessments. In so doing, Enovos will comply with applicable provisions from data protection law, in particular those of the EU General Data Protection Regulation (Regulation (EU) 2016/679) and the German Federal Data Protection Act (as amended). A positive creditworthiness check on the part of the storage customer is a condition precedent for the conclusion of the storage contract. Adequate security, according to the rules given below, must be provided if the customer fails such a check. If Enovos does not share the results of the creditworthiness check

with the storage customer within 15 working days of the conclusion of the storage contract, this condition is considered unsatisfied.

b) If, considering the individual facts of the matter, Enovos has reason to believe that the storage customer may default on some or all contractual payment obligations ('negative creditworthiness'), Enovos may choose to proceed as follows:

- Demand prepayments from the storage customer, and/or
- Shorten settlement intervals and payment periods according to section 6.2 to a period of up to five bank working days, and/or
- Demand securities of an appropriate amount from the storage customer

The storage customer will be informed before contractual performance is changed to a prepayment basis or changes are made to settlement intervals.

The following are considered red flags for payment default:

- The storage customer is in default concerning an uncontested payment obligation from the contractual relationship totalling at least EUR 10,000 and does not settle this payment obligation within five bank working days of receiving a written payment reminder
- The storage customer defaults on payment repeatedly within a 12-month period
- The storage customer's creditworthiness index as estimated by the Verband der Vereine Creditreform e.V. credit reference agency (hereinafter 'Creditreform') is 261 or more or this creditworthiness index worsens by more than 50 points during a six-month period, or Creditreform suspends the storage customer's rating for whatever reason
- If an insurance company declines to insure the claim made by Enovos against the storage customer within the context of business debt protection insurance for reasons for which Enovos is not answerable
- If the storage customer's equity capital worsens by more than 25% within a 12-month period
- If the contract value exceeds 10% of the storage customer's equity capital, as defined by sections 264c and 266 of the German Commercial Code (HGB)
- If the storage customer has concluded an affiliation agreement as defined by section 291 f. of the German Stock Corporation Act as a dependent company and this affiliation agreement is cancelled, withdrawn, not recognised, revoked, rejected or declined, whether in whole or in part, or the validity of such an affiliation agreement is contested, or obligations arising from this affiliation agreement are otherwise not fulfilled
- If a security to the credit of the storage customer, in particular a binding comfort letter, guarantee or subordination agreement, is revoked

- If the storage customer does not fulfil their duty of disclosure as set out in HGB section 325
 - If storage customer capacities are revoked according to section 4 of these T&Cs
- c) Enovos may demand a security in the following amount:
- For storage contracts with a term of more than two months – the provision of a security equalling two monthly instalments of the fee for contractual performance
 - For storage contracts with a term of less than two months – the provision of a security equalling the agreed fee for contractual performance

Enovos may furnish proof of its need to hedge a greater risk and therefore demand a security for a higher amount.

The storage customer has the option of providing the security either as cash collateral or in the form of an unconditional, irrevocable, directly enforceable bank guarantee issued by a German bank. The bank providing the guarantee must have an 'A' rating from Standard & Poor's or an equivalent rating from another comparable rating agency. Enovos may continue to request the provision of the named securities until the realisable value of all securities is equivalent to the total performance risk (limit of cover). Enovos undertakes to return the named securities, whether in whole or in part, insofar as the requirements for providing the securities as given in section 6.4 no longer apply. If the realisable value of all securities exceeds the limit of cover on a more than temporary basis, Enovos shall release securities to the value of the amount exceeding the limit of cover.

- d) Enovos will require the realisation of all securities from the storage customer in writing, granting the latter a period of ten bank working days to do so, unless the former has reason to believe that compensation from the securities would otherwise occur too late. Within a period of ten bank working days from receiving the notification of realisation, the storage customer may furnish evidence that the loss suffered by Enovos was less than the amount compensated for by realising the securities.
- e) If, despite a request to do so from Enovos, the storage customer refuses to provide the necessary securities, make prepayments or agree to shortened settlement intervals, Enovos is then entitled to terminate the contractual relationship without notice.
- d) On conclusion of the storage contract, the storage customer also grants Enovos a right of lien over the natural gas injected by the former during the storage term to secure all claims due to the latter from the storage contract. As regards the nature of this right of lien, the provisions of HGB section 475b apply as appropriate, insofar as these do not already apply due to an extra-contractual legal right of lien.

6.5 Force majeure

- a) A party is exempted from their obligations from the contractual relationship insofar and for as long as fulfilment of the same is impossible or unreasonable as a result of force majeure, or other circumstances for which they are not answerable. Force majeure is defined as any event occurring outside the control of the affected party that can neither be foreseen nor prevented in good time by the application of such due care as may be reasonably expected and all economically justifiable measures. Examples include natural disasters, terrorist incidents, power outages, failures of telecommunications equipment, strikes, lockouts, measures adopted by courts, regulators or the state, emergency measures and measures taken by network operators. If and inasmuch as one party uses third-party systems for the fulfilment of their contractual obligations, an incident affecting such third-party systems that would constitute force majeure according to the above definition for the party's own systems is also considered to be force majeure to the benefit of the party on the terms of this contract.
- b) Insofar and for as long as Enovos cannot or cannot be expected to fulfil its contractual obligations due to force majeure or other circumstances for which Enovos bears no responsibility, the storage customer is exempted from their reciprocal obligations to a corresponding degree.
- c) The party affected by force majeure or the party that cannot or cannot be expected to perform on account of circumstances for which they bear no responsibility shall notify the other party without delay, and shall inform them of the exact reasons and the likely duration of the disruption that has occurred.
- c) The party affected by force majeure or the party that cannot or cannot be expected to perform on account of circumstances for which they bear no responsibility shall take all reasonable measures necessary to reinstate the performance of contractual obligations.

6.6 Liability

- a) The parties are liable to one another for claims arising from the loss of life, physical injury or impairment to health, except in cases where the party themselves, their legal representatives, vicarious agents or servants did not act with wilful intent or negligence.
- b) In the case of a fundamental breach of contract, the parties are liable to one another for damage to property and financial losses, except where the party themselves, their legal representatives, vicarious agents or servants did not act with wilful intent or

negligence; liability for property damage or financial loss caused by simple negligence is limited to the foreseeable loss or damage typical for the contract concerned. For business transactions of the above type, a sum of EUR 2.5 million in relation to property damage and of EUR 1 million in relation to financial losses is typically to be assumed per claim.

- c) The parties are liable to one another for claims arising from other breaches of contract, except in cases where the party themselves, their legal representatives, vicarious agents or servants did not act with wilful intent or negligence.
- d) In derogation from points (b) and (c), Enovos is liable for damage to property and financial losses as suffered by the storage customer as a result of an interruption or other irregularity affecting the injection or delivery of gas, whether on the terms of the contract or as a tortious act, only insofar as the working gas supplied by the storage customer at the offtake point for injection into the storage facilities meets the quality standards given in section 5.1, and insofar as the damage to property and the financial loss was the result of wilful intent or negligence on the part of Enovos, its legal representatives, vicarious agents or servants, with the proviso that wilful intent or negligence in the case of property damage, and wilful intent and gross negligence in the case of financial loss, is presumed present until refuted. Liability in accordance with this section 6 is limited to EUR 2.5 million per claim in the case of property damage and EUR 1 million per claim in the case of financial loss.
- e) If the sum of all claims for compensation from all storage customers per incident exceeds the maximum amount of EUR 10 million, the entitlement of individual storage customers is reduced by an amount equal to their total claim for compensation as a proportion of the stated limit.
- f) This does not affect the liability of a party to the contract pursuant to mandatory provisions of the German Public Liability Act and other legislation.
- g) Points (a) to (f) also apply to the benefit of legal representatives, employees, vicarious agents and servants of Enovos. The designated network operator is not a vicarious agent of Enovos in the sense used in these provisions.

6.7 Confidentiality

The parties shall treat the subject-matter of this contractual relationship as confidential. A party shall not divulge or make available in any other way the contractual relationship, whether in whole or in part, or information about its subject-matter to third parties without the written consent of the other party.

This does not apply to information shared with network operators or supervisory/regulatory authorities or consultants sworn to uphold professional confidentiality, or shared with

companies affiliated with the parties in the sense of AktG section 15 ff., insofar as these companies have been sworn to uphold confidentiality.

6.8 Data protection

The parties shall fulfil their duties to communicate information to the other party according to sections 13 and/or 14 of the EU GDPR regarding their own employees, vicarious agents and service providers (data subjects) insofar as, in the context of contractual fulfilment, to take steps prior to entering into a contract, to comply with a legal obligation or to protect legitimate interests

- personal data from data subjects of one party must be shared with the other party; and/or
- data subjects contact one party at the request of the other party.

To this end, the party sharing the personal data or at whose behest the contact request is being made shall use the information sheet that has been made available by the other party.

The 'Information on the Processing of Personal Data' sheet from Enovos is enclosed as an annex 6 to these T&Cs. The parties are not required to review the information sheet that is made available to the other party before this is handed out to the data subjects. Nor are the parties entitled to modify the information sheet made available by the other party without prior consent. The party required to provide the information is solely responsible for providing the other party with a corresponding information sheet that conforms to applicable legal requirements and for updating this sheet when required, including during the contractual term.

6.9 Changes to these T&Cs

Enovos is entitled to change these T&Cs at any time. Changes must be notified to the storage customer in text form no later than two weeks before the planned entry into force. In this case, the storage customer has the right to terminate the storage contract without notice at the time when the contractual change is due to enter into force. The storage customer will be informed of this right in the notification. This does not affect arrangements according to section 3.1.

6.10 Termination of the storage contract

- a) The storage contract can be terminated during its term only for good cause. Notices of termination must be given in writing.
- b) Good cause is considered to apply in particular if the other party, despite receiving reminders to do so, has failed to fulfil their contractual obligations to a significant degree or has given notice of doing so.

- c) For Enovos, good cause for terminating the contract also applies in the following cases:
- If the storage customer has received a rating of more than 260 points from Creditreform or a rating worse than BB+ from Standard & Poor's
 - If the storage customer is or will shortly be subject to enforcement measures or has been the subject of a fruitless seizure of assets
 - If the storage customer has issued a sworn statement concerning their financial status in enforcement proceedings
 - If a request to open insolvency proceedings concerning the storage customer's assets has been submitted or dismissed due to a lack of assets
 - If the storage customer, despite receiving a written warning, has been in default regarding payments under contract for longer than a week and has not fulfilled their payment obligations within a week of receiving a written warning of termination
 - If the storage customer, despite warnings from Enovos, has repeatedly disregarded the characteristics specified in the context of storage usage
- d) In the event of termination for good cause, the reciprocal contractual obligations cease with immediate effect, with the exception of receivables still due. The party terminating the contract may specify an appropriate later end date in their notice of termination.
- e) The party entitled to terminate may demand compensation from the other party for the loss or damage suffered if the other party is liable for the reason for termination. In the event of Enovos terminating for good cause, the storage customer shall owe Enovos compensation, up to the agreed normal end of the contract, for the disadvantage suffered by Enovos due to being unable to otherwise market the storage capacities reserved by the storage customer. This does not affect the assertion of any other claims for compensation on the part of Enovos.

6.11 Dispute resolution

- a) All disputes arising in the context of the contractual relationship will be finally decided by a court of arbitration without recourse to the ordinary courts of law.
- b) The following applies to court of arbitration proceedings:
- The court of arbitration comprises three arbitrators, with one acting as chair. The chair must be qualified to hold judicial office.
 - The court of arbitration is convened by the complainant stating the matter in dispute, appointing an arbitrator and requesting that the counterparty appoint the other arbitrator in writing; the appointed arbitrators then elect the chair of the court of arbitration.

- If one party is requested to appoint an arbitrator but fails to do so within one month of this request or if the two arbitrators fail to appoint the chair of the court within one month of the appointment of the second arbitrator, either party may ask the President of the Saarland Higher Regional Court to recommend the second arbitrator or the chair of the court; the recommendation becomes binding on the parties in each case.
 - Arbitration proceedings will be conducted in Saarbrücken.
 - The court of jurisdiction according to section 1062(1) of the German Code of Civil Procedure (ZPO) is the Saarland Higher Regional Court.
- c) Cases are otherwise subject to ZPO sections 1025 to 1065 concerning arbitration proceedings.
- d) Points (a) to (c) also apply after the end of the contractual relationship to all legal action brought by Enovos relating to storage usage by the storage customer on the basis of the contractual relationship.

6.12 Principle of cost effectiveness

- a) If the technical, economic or legal circumstances under which the contractual terms (prices and conditions) were agreed undergo significant change, such that one of the parties can no longer be reasonably expected to comply with the conditions of the contract, because the intentions of the parties to the contract to ensure a fair balance of mutual economic interests between the two parties can no longer be met, this aforementioned party can request a modification of the contractual conditions to reflect these changed circumstances.
- b) If the parties are unable to agree on the modification to the contractual conditions within three months, either party may decide to take appropriate legal action. An entitlement to the new contractual conditions exists from the point in time at which the requesting party, with reference to the changed circumstances, first requested the new contractual conditions from the other party, unless an earlier assertion on the part of the requesting party would have been unreasonable.

6.13 Final provisions

These T&Cs are written in two languages, the English translation is for information purposes only. Only the German version of the T&Cs is legally binding.

The contractual relationship is subject to German law with the exclusion of UN CISG. Changes or amendments to the contractual relationship must be made in writing. This also applies in the case of changes or amendments to this written form requirement.

If individual provisions of the contractual relationship are or become invalid, or if an unintended legal loophole is discovered, this does not affect the validity of the remaining provisions. In place of such an invalid provision or to close a legal loophole, a valid provision will be used, as would have been agreed by the parties in the context of such an invalid provision or loophole, following due consideration of their legal and economic interests as well as the intent and purpose of the agreement.

6.14 Annexes

The following annexes are constituent parts of the contractual relationship:

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| Annex 1 | Product description and fees |
| Annex 2 | Contact and communication details of the parties to the contract |
| Annex 3 | Official form for reservation requests |
| Annex 4 | Sample storage contract |
| Annex 5 | REMIT agreement |
| Annex 6 | Information on the Processing of Personal Data |